

DRAFT

FINDING OF SUITABILITY TO LEASE

(FOSL)

Fort Monmouth, New Jersey

Fort Monmouth Main Post Russell Hall (Building 286)

November 2015

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(FOSL)**

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1. PURPOSE

The purpose of this Finding of Suitability to Lease (FOSL) is to document the environmental suitability of the Fort Monmouth (FTMM), Main Post (MP) Building 286 (Russell Hall) for a lease to the Fort Monmouth Economic Revitalization Authority (FMERA) for use as office space consistent with the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Section 120(h) and Department of Defense (DOD) policy. In addition, the FOSL includes the Environmental Protection Provisions (EPPs) necessary to protect human health or the environment during the proposed lease.

2. PROPERTY DESCRIPTION

The FOSL covers Russell Hall Building 286 and Building 549 and its surrounding parking areas and yard/open space areas, hereinafter referred to as the “Russell Hall Property”, (Enclosure 1, Figure 1).

The Main Post was sparsely inhabited until the rise of seaside resorts and tourism in the late 19th century. The majority of the Main Post was developed as the Monmouth Park Race Track, in operation from 1870 to 1893. The Main Post on FTMM was established as a temporary encampment named Camp Little Silver in 1917. It had been farmed for potatoes for four years prior to the Army’s purchase. In 1917 to 1918, a multitude of wooden barracks were constructed on Parcel 3A. In 1925, Camp Little Silver was made permanent and renamed FTMM. The existing buildings in the Officer’s Housing Area were constructed from 1929 to 1938. A pre-1941 former sanitary treatment plant for the Main Post was located on Parcel 3A adjacent to Parkers Creek. The former 300 Area barracks (Buildings 337 – 344) are visible on the north side of Parcel 3A in a 1956 Post Engineer’s blueprint.

FTMM is located in the central-eastern portion of New Jersey in Monmouth County, approximately 45 miles south of New York City, 70 miles northeast of Philadelphia and 40 miles east of Trenton. The Atlantic Ocean is approximately 3 miles to the east. FTMM falls within the Boroughs of Eatontown, Oceanport and Tinton Falls. The Property is located in the Borough of Oceanport.

The Army intends to lease the Russell Hall (Building 286) property to FMERA, who intends to sublet the property for pre-construction activities and renovations and use as office space.

3. ENVIRONMENTAL DOCUMENTATION

A determination of the environmental condition of the property was made based upon the:

- *U.S. Army BRAC 2005 Environmental Condition of Property Report, Fort Monmouth, Fort Monmouth County, New Jersey. Final* (29 January 2007)
- *U.S. Army BRAC 2005 Site Investigation Report, Fort Monmouth. Final* (21 July 2008)
- *Fort Monmouth Reuse and Redevelopment Plan. Final Plan* (22 August 2008)
- *Final Environmental Assessment of the Implementation of Base Realignment and Closure at Fort Monmouth, New Jersey* (March 2009)
- *Final Finding of No Significant Impact for the Environmental Assessment of the Disposal and Reuse of Fort Monmouth, New Jersey* (February 2010),
- *Final Environmental Condition of Property Report Update, For Monmouth, New Jersey Phase 2 Parcels, November 4, 2015.*

The information provided is a result of a complete search of agency files during the development of these environmental surveys. A complete list of documents providing information on environmental conditions of the property is attached (Enclosure 2).

4. ENVIRONMENTAL CONDITION OF PROPERTY

The DOD Environmental Condition of Property (ECP) categories for the Property are as follows:

ECP Category 1: Parcel 72 (1) HSPS – Russell Hall – Building 286.

ECP Category 2: Parcel 73 (2)PS/PR – Russell Hall former adjacent UST.

A summary of the ECP categories for parcels and the ECP category definitions are provided in Table 1 – Description of Property (Enclosure 3).

4.1 ENVIRONMENTAL REMEDIATION SITES

There are no environmental remediation sites associated with the property.

4.2 STORAGE, RELEASE, OR DISPOSAL OF HAZARDOUS SUBSTANCES

There is no evidence that hazardous substances were stored, released, or disposed of on the Property in excess of the 40 CFR part 373 reportable quantities.

4.3 PETROLEUM AND PETROLEUM PRODUCTS

4.3.1 Underground and Aboveground Storage Tanks (UST/AST)

- **Current UST/AST Sites** – There are presently no underground petroleum storage tanks (UST) located on the Russell Hall property. An above ground storage tank is located within Building 549. It is associated with an emergency generator and is currently empty and out of service.

Former UST/AST Sites –

There were two former USTs associated with the Russell Hall Property - Building 286 (UST 286-60 and UST 286-201). The tanks were removed, reports were submitted and both received No Further Action (NFA) letters from NJDEP. During removal of UST 286-60, a release resulting in minor impacts to soil was observed. Approximately three cubic yards of soil was removed and disposed of. A listing is provided in Table 2 (Enclosure 4). There was one former Above Ground Storage Tank associated with Building 286. This tank is no longer in use and no spills were noted from this tank.

A summary of the UST/AST petroleum product activities is provided in Table 2 – Notification of Petroleum Products Storage, Release, or Disposal (Enclosure 4).

4.3.2 Non-UST/AST Storage, Release, or Disposal of Petroleum Products

There is no evidence that non-UST/AST petroleum products in excess of 55 gallons were stored for one year or more on the property.

4.4 POLYCHLORINATED BIPHENYLS (PCB)

There is no polychlorinated biphenyl (PCB)-containing equipment currently located at the Russell Hall Property. Prior to 1988, all oil-filled electrical equipment at FTMM was assumed to be PCB-class equipment and was labeled as such. Under the FTMM PCB management program, from 1988 to 1990, all equipment that did not have a manufacturer's label indicating it was non-PCB was tested. In accordance with Toxic Substances Control Act (TSCA) requirements, the Army removed or remediated the PCB-class equipment. There are currently no PCB-class pieces of equipment at FTMM.

4.5 ASBESTOS

Russell Hall, Building 286 was surveyed in 1989 by Roy F. Weston. Asbestos Containing Material (ACM) was found in the building basement on pipe insulation and fittings associated with hot water piping. An updated ACM survey was performed in March 2014 and in 2015. Building 286

contains friable ACM. The updated survey also identified friable ACM in ceiling tiles and glue dots and also identified mastic as containing non-friable ACM. The asbestos survey and re-inspection results have been provided to the lessee.

Any remaining friable asbestos that has not been removed or encapsulated within the areas of Building 286 will not present an unacceptable risk to human health because the lessee (FMERA) covenants that they will manage the ACM according to applicable regulatory requirements. The lessee will assume responsibility for abatement or management of any ACM in accordance with the applicable federal, state, and local requirements prior to use. The lease for Building 286 will include an asbestos warning and covenant (Enclosure 6).

4.6 LEAD-BASED PAINT (LBP)

Most facilities and buildings at FTMM were constructed before the DoD ban on the use of lead based paint (LBP) in 1978 and are likely to contain one or more coats of such paint. In addition, some facilities constructed immediately after the ban may also contain LBP because inventories of such paints that were in the supply network were likely to have been used up at these facilities.

Russell Hall, Building 286, was constructed in 1936 and is presumed to contain LBP. The property was not used for residential purposes and the lessee (FMERA) does not intend to use the property for residential purposes in the future.

4.7 RADIOLOGICAL MATERIALS

There is no evidence that radioactive material or sources were stored or used on the Property.

4.8 RADON

Radon surveys were conducted in 1989 by the Directorate of Engineering and Housing's Environmental Office as part of the Army's Radon Reduction Program. The survey was conducted in all priority one buildings (daycare centers, hospitals, schools and living areas) across FTMM. Radon levels measured in detectors deployed in the residential buildings on the Property ranged from 0.2 to 3.1 picocuries per liter (pCi/L). Radon was not detected above the EPA residential action level of 4 pCi/L in these buildings. *See U.S. Army Garrison, Fort Monmouth, Directorate of Engineering and Housing [Environmental Office], Army Radon Reduction Program Memorandum of Record dated May 3, 1991.*

4.9 MUNITIONS AND EXPLOSIVES OF CONCERN (MEC)

Based on a review of existing records and available information, there is no evidence that Munitions and Explosives of Concern (MEC) are present on the Property. The Property was historically used primarily for residential, recreational and agricultural uses and there is no evidence that munitions-related activities occurred. The term "MEC" means military munitions that may pose unique explosives safety risks, including: (A) unexploded ordnance (UXO), as defined in 10 U.S.C.

§101(e)(5); (B) discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (C) munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard.

4.10 OTHER PROPERTY CONDITIONS

There are no other hazardous conditions on the Property that present an unacceptable risk to human health and the environment.

5. ADJACENT PROPERTY CONDITIONS

The following other potentially hazardous conditions exist on adjacent property: IRP Sites FTMM-12, M-12 Landfill and FTMM-14, M-14 Landfill. The presence of these hazards on adjacent property does not present an unacceptable risk to human health and the environment because these properties will not be accessed by the lessee. In addition, environmental studies have been completed and limited surficial soil above New Jersey Department of Environmental Protection non-residential soil cleanup standards was observed and the limited groundwater contamination identified will not impact current use of the subject Property.

6. ENVIRONMENTAL REMEDIATION AGREEMENTS

The following environmental agreement is applicable to FTMM generally: Voluntary Cleanup Agreement among New Jersey Department of Environmental Protection, U.S. Department of the Army, U.S. Department of the Navy, U.S. Department of the Air Force and U.S. Defense Logistics Agency, dated August 30, 2000. However, the Voluntary Cleanup Agreement does not require any remedial action on the subject Properties.

7. REGULATORY/PUBLIC COORDINATION

The NJDEP and the public were notified of the initiation of this FOSL. Regulatory/public comments received during the public comment period will be reviewed and incorporated, as appropriate. A copy of the regulatory/public comments and the Army Response will be included at Enclosure 7.

8. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE

The environmental impacts associated with the proposed transfer of the Property have been analyzed in accordance with the National Environmental Policy Act (NEPA). The results of this analysis are documented in the *Final Environmental Assessment of the Implementation of the Base Realignment and Closure at Fort Monmouth, New Jersey*, March 2009 and the *Final Finding of No Significant Impact for the Environmental Assessment of the Disposal and Reuse of Fort Monmouth, New Jersey*, February 2010. The NEPA analysis identified the following encumbrance: adverse impacts to buildings and areas eligible for listing on the National Register of Historic Places. The lease will contain a provision concerning preservation of historic properties.

9. FINDING OF SUITABILITY TO LEASE

Based on the information above, I conclude that Russell Hall (Building 286) property is suitable for lease for the intended use as office space. The use contemplated for the lease is consistent with the protection of human health and the environment, and there are adequate assurances that the United States will take any additional remedial action found to be necessary that has not been taken on the date of the lease. In addition, all DOD requirements to reach a finding of suitability to lease have been met, subject to the terms and conditions set forth in the attached Environmental Protection Provisions (Enclosure 6), which shall be included in the lease for the property. The lease will also include Access Provisions (Enclosure 5) and Other Lease Provisions.

James E. Briggs
Acting Chief, Consolidations Branch
Base Realignment and Closure Division

8 Enclosures

Encl 1 -- Site Map of Property

Encl 2 -- Environmental Documentation

Encl 3 -- Table 1 – Description of Property

Encl 4 -- Table 2 – Notification of Petroleum Product Storage, Release, or Disposal

Encl 5 -- Access Provisions and Other Lease Provisions

Encl 6 -- Environmental Protection Provisions

Encl 7 -- Regulatory/Public Comments and Responses

ENCLOSURE 1

SITE MAP OF PROPERTY



Sherrill Avenue

Russel Hall
Bldg 286
4.6 Acres +/-

Sanger Avenue

Hildreth Avenue

Barker Circle

First Avenue

Gosselin Avenue

ENCLOSURE 2

Environmental Documentation

(Note: The following documents are the complete list of document that were used for the ECP report and not all of the documents may apply to this FOSL)

1. ADS Environmental. 1996. Fort Monmouth Lead Hazard Assessment Project Summary. Prepared for Fort Monmouth DPW. July 16.
2. Bureau Veritas North America, Inc. 2011. Lead-Based Paint Survey, U.S. Army Garrison Fort Monmouth, New Jersey. September 6.
3. Cabrera Services, Inc. 2006. Draft Historical Site Assessment. September.
4. CECOM Safety. 1995-2004. RCC, Minutes of Radiological Control Committee Meetings.
5. DeBellis & Semmens. 1995. Charles Wood Area, Fort Monmouth, NJ Delineation of Wetlands, Prepared for DPW, Fort Monmouth, NJ.
6. Department of the Army, Office of the Surgeon General. 1972. Occupational Health Survey No. 32-088-72, Fort Monmouth, NJ. May 22-25.
7. EDAW, Inc. 2008. *Fort Monmouth Reuse and Redevelopment Plan, Final Plan*. 22 August.
8. Environmental Data Resources (EDR). 2006a. Data Map Area Study, Fort Monmouth – Main Post, Fort Monmouth, NJ 07703. Inquiry Number 01734501.1r. August 15.
9. EDR. 2006b. Data Map Area Study, Fort Monmouth, NJ 07703, Inquiry Number 01734506.1r. August 15.
10. Environmental Health Engineering Service. 1974. U.S. Army Medical Laboratory. Solid Waste Survey No. 26-A05-74, Fort Monmouth, New Jersey. March 11-13.
11. Environmental Research, Inc. 1993. Aerial Photographic Site Analysis, Evans Area, Charles Wood Area, Fort Monmouth, NJ. December.
12. EPR. 2004. Fort Monmouth Chas Wood Fall 04 EPR Projects.pdf.
13. Fallon, Joe, Environmental Protection Specialist. 1991. Fort Monmouth DPW, Army Radon Reduction Program.
14. Federal Emergency Management Agency (FEMA). 1977. Flood Insurance Rate Maps, Community Panel 2403200001A.
15. FEMA. 1981. Flood Insurance Rate Maps, Community Panel 340293001B.
16. First U.S. Army Medical Laboratory. 1970. Analysis of Dust Samples for Asbestos, Document Control No. 05-296. Results cover letter. March.
17. First U.S. Army Medical Laboratory. 1971. Report of Liaison Visit. September 29.
18. Fort Monmouth. No Date. Indoor Air Quality Management Plan, Fort Monmouth, NJ.
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TABLE 1 – DESCRIPTION OF PROPERTY (Continued)

20. Fort Monmouth. 2005. Spill Prevention Control and Countermeasures Plan (SPCCP) and Installation Spill Contingency Plan (ISCP). Revision Date February 2005.
21. Fort Monmouth. 2006a. Stormwater Pollution Prevention Plan (SPPP) Public Complex Permit (R-11), Main Post and Charles Wood Areas. March.
22. Fort Monmouth. 2006b. FY06 Base Realignment and Closure Installation Action Plan, working files obtained from U.S. Army Environmental Command. April 28, 2006.
23. Fort Monmouth. 2006c. Spill Prevention Control and Countermeasures Plan (SPCCP) and Installation Spill Contingency Plan (ISCP). Revision Date September.
24. Fort Monmouth. 2006d. Stormwater Pollution Prevention Plan (SPPP) Public Complex Permit, Main Post and Charles Wood Areas. September.
25. Fort Monmouth. 2006e. U.S. Army Fort Monmouth Hazardous Waste, Universal Waste, Exempt Waste, Exempt Material, and Non-Hazardous Waste Satellite Accumulation Sites, Prepared by Joe Fallon, 7/28/92; last revision 11/06 by Harold Hornung.
26. Fort Monmouth Department of Public Works (DPW). 1999. Chemical Inventory.
27. Fort Monmouth DPW. 2003. Files provided by DPW: 03-03 Asbestos Database.mdb. March.
28. Fort Monmouth DPW. 2005. Cover Letter for Lead-Based Paint Risk Assessment Summaries. June 30.
29. Fort Monmouth DPW. 2006a. Files provided by DPW: USTs and ASTs from Joe Fallon 7-19-06.pdf.
30. Fort Monmouth DPW. 2006b. Master Planning, Facilities Reduction Program Database. December.
31. Fort Monmouth, Office of Post Engineer. 1956. Gas & Fuel Storage Tanks Distribution System, Plan No. 506. March 22.
32. Guernsey. 1998. Procurement Sensitive Privatization Study, Potable Water Utility System, Wastewater Utility System, April.
33. Harland Bartholomew & Associates, Inc. 1984. Analysis of Existing Facilities and Environmental Assessment Report, Fort Monmouth, NJ. March.
34. Harland Bartholomew & Associates, Inc. 1987a. Fort Monmouth Mobilization Master Plan of Installation Facilities. May.
35. Harland Bartholomew & Associates, Inc. 1987b. Analytical/Environmental Assessment Report on Plans for Future Development, Fort Monmouth, NJ. May.
36. John Milner Associates, Inc. 2003. Integrated Cultural Resources Management Plan, Fort Monmouth, NJ.
37. Kozlowski, Melissa. 2004. Fort Monmouth: Landmarks and Place Names, DCSOPS, Fort Monmouth, NJ. Summer.
38. Kozlowski, Melissa. 2005. Fort Monmouth and the “Jersey Derby.” FTMM Historical Office. Spring.
39. Main Post Sanitary and Storm, Map M, Sheet 13 of 25. January 8, 1999.

TABLE 1 – DESCRIPTION OF PROPERTY (Continued)

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41. Malcolm Pirnie, Inc. 2006. Final Historical Records Review Fort Monmouth, Fort Monmouth, NJ.
42. New Jersey Department of Environmental Protection (NJDEP). Water Compliance and Enforcement Element. 2006. Fort Monmouth Compliance Evaluation Report. March 22.
43. NJDEP, Bureau of Water Allocation. Program Interest ID: 2486P, Activity No.: WAP960001.
44. Parsons Engineering, Inc. 2003. Final Fort Monmouth Pollution Prevention Plan. June.
45. Rudolph, Rober J., Chief. 1994. Water Quality Engineering Memo. July 19.
46. Shaw Environmental, Inc. (Shaw). 2007. *U.S. Army BRAC 2005 Environmental Condition of Property Report Fort Monmouth, Monmouth County, New Jersey, Final*, 29 January.
47. Shaw. 2008. *U.S. Army BRAC 2005 Site Investigation Report Fort Monmouth, Final*. 21 July.
48. Shaw. 2011. Draft Fort Monmouth Main Post and Charles Wood Area Baseline Ecological Evaluation Report. May.
49. Tetra Tech EM, Inc. 2005. Final Remedial Action Report for the 800,700, and 400 Areas. October.
50. U.S. Army, Environmental Condition of Property Recertification Report, Fort Monmouth, Monmouth County, New Jersey, 21 May 2014.
51. U.S. Army Center for Health Promotion and Preventive Medicine (USACHPPM). 1995. Radiation Protection Survey No. 28-83-2490-95. U.S. Army Medical Department Activity/Dental Activity, Fort Monmouth, NJ. October 25-November 3.
52. USACHPPM. 1996. Health Care Facility Waste Management Assistance Visit No. 37-NE-1270-96, Fort Monmouth, NJ.
53. USACHPPM. 1998. Health Care Facility Waste Management Assistance Visit No. 37-NE-1270-98, Fort Monmouth, NJ. September 1-3.
54. USACHPPM. 1999. Health Care Facility Waste Management Assistance Visit No. 37-NE-1270-99, Fort Monmouth, NJ. July 19-23.
55. USACHPPM. 2002. Health Care Facility Waste Management Assistance Visit No. 37-NE-1270-02, Fort Monmouth, NJ. July 24-26.
56. U.S. Army Communications-Electronics Life Cycle Management Command, Office of the Deputy Chief of Staff for Operations and Plans. 2005. "A Concise History of the U.S. Army Communications-Electronics Life Cycle Management Command and Fort Monmouth, New Jersey." Fort Monmouth, NJ. July.
57. U.S. Army Corps of Engineers, Mobile District. 2006. Draft Integrated Cultural Resources Management Plan, Fort Monmouth, NJ.
58. U.S. Army Electronics Command, Fort Monmouth, NJ. 1968. Analysis of Existing Facilities. December 16.

TABLE 1 – DESCRIPTION OF PROPERTY (Continued)

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60. U.S. Army Corps of Engineers (USACE) Mobile District. 1999. Final Integrated Natural Resources Management Plan, Fort Monmouth, NJ.
61. U.S. Army Corps of Engineers, Mobile District. 2009. Final Environmental Assessment of the Implementation of Base Realignment and Closure 2005 Closure Actions at Fort Monmouth, New Jersey. March.
62. U.S. Army Environmental Database. 2006. Environmental Quality Report. July.
63. U.S. Army Environmental Health Laboratory. 1952. Industrial Hygiene Survey No. 1033 S083-52-2, Fort Monmouth Signal Laboratories, Fort Monmouth, NJ. April 7-11.
64. U.S. Army Environmental Health Laboratory. 1954a. Industrial Hygiene Survey No. 1559 S181-53-3, Signal Corps Engineering Laboratories, Fort Monmouth, NJ. January 4-8.
65. U.S. Army Environmental Health Laboratory. 1954b. Report of Survey No. 1825 R158-54-4, Fort Monmouth, NJ. August 10.
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TABLE 1 – DESCRIPTION OF PROPERTY (Continued)

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83. USAEHA. 1978b. Medical Systems Safety and Health Survey No. 56-35-9024-79, U.S. Army Medical Department Activity and U.S. Army Dental Activity, Fort Monmouth, New Jersey, August 21-25.
84. USAEHA. 1978c. Hearing Conservation Survey No. 51-34-0102-79, Fort Monmouth, NJ. August 28 – September 1.
85. USAEHA. 1979. Installation Pest Management Program Review No. 16-61-0528-79, Fort Monmouth, NJ. March 27-30.
86. USAEHA. 1981. Hazardous Waste Management Survey No. 37-26-0137-81, Fort Monmouth, NJ. January 26-30.
87. USAEHA. 1982. Installation Pest Management Consultation No. 17-44-0622-91, Pesticide Residue in Soil and Air Samples from a Pesticide Storage Site, Fort Monmouth, NJ. July.
88. USAEHA. 1983. Radiation Protection Survey No. 28-43-0705-83, MEDDAC/DENTAC, Fort Monmouth, New Jersey. March 14-16.
89. USAEHA. 1983. Hearing Conservation Survey No. 51-34-0075-83, Fort Monmouth, NJ. June 20-23.
90. USAEHA. 1984a. Industrial Hygiene Contract Visit No. 55-35-0569-84, Fort Monmouth, NJ. April 2-4.
91. USAEHA. 1984b. Pesticide Monitoring Study No. 17-44-0996-85, Evaluation of Additional Soil Samples from the Olongano Lane for Possible Chlordane Contamination, Fort Monmouth, NJ. January 11
92. USAEHA. 1984c. Medical Systems Safety and Health Comprehensive Survey No. 56-35-9024-85, Patterson U.S. Army Community Hospital and U.S. Army Dental Activity, Fort Monmouth, New Jersey. July 9-13.
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TABLE 1 – DESCRIPTION OF PROPERTY (Continued)

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97. USAEHA. 1991. Industrial Hygiene Study No. 55-61-0268-91, Selected Industrial Operations, Camp Evans And Albert E. Myer Center, Fort Monmouth, NJ. August 12-15.
98. USAEHA. 1993. Air Pollution Emission Statement No. 43-21-N1W1-99, USAG Fort Monmouth. 17-21 May.
99. USAEHA. 1995. Medical Treatment Facility Pollution Prevention Opportunity Assessment No. 37-NE-2752-95, Fort Monmouth Medical and Dental Activities, Fort Monmouth, NJ. June 19-29.
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104. U.S. Army Medical Laboratory. 1975. Installation Pest Management Review No. 44-M11-75, Fort Monmouth, NJ. September 17.
105. U.S. Army, Office of Assistant Chief of Staff for Installation Management. 2012. Army Response to NJ Department of Environmental Protection Correspondence Letter Dated October 28, 2008, US Army, Fort Monmouth, New Jersey. March 2012.
106. U.S. Army Toxic and Hazardous Materials Agency. 1980. Installation Assessment of Fort Monmouth, Report No. 171. May.
107. U.S. Environmental Protection Agency (USEPA). 1995. Installation Assessment Relook Program, Working Document, Fort Monmouth Complex, Long Branch, NJ. September.
108. USEPA. 2000. Correspondence to Mr. James Ott, Director of Public Works, U.S. Army, Fort Monmouth. November 3.
109. USEPA. 2002. Correspondence to Mr. James Ott, Director of Public Works, U.S. Army, Fort Monmouth. November 8.
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111. Versar, Inc. 1999. Draft Environmental Assessment Relating to Construction of a New FAFCU Credit Union Facility at Fort Monmouth, Monmouth County NJ.
112. Versar, Inc. 2000. *Lead-Based Paint Risk Assessment Report for Selected Units at the Charles Wood Area*, Prepared for U.S. Army DPW, Fort Monmouth, NJ. September.
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TABLE 1 – DESCRIPTION OF PROPERTY (Continued)

- 114. Versar, Inc. 2004b. *Final Remedial Investigation Report, Site 2567*, Prepared for U.S. Army Garrison, Fort Monmouth, Horsham, PA. August.
- 115. Versar, Inc. 2005. *Final Remedial Investigation Report CW-6 Former Pesticide Storage Building*. January 14.
- 116. Weston (Roy F. Weston, Inc.). 1993. *Investigation of Suspected Waste Sites at Fort Monmouth, New Jersey*.
- 117. Weston (Roy F. Weston, Inc.). 1995. *Site Investigation Report – Main Post and Charles Wood Areas, Fort Monmouth, New Jersey*. December.

ENCLOSURE 3

TABLE 1 – DESCRIPTION OF PROPERTY

Building Number / Property Description	ECP Parcel Designation	Condition Category	Remedial Actions
Building 286 Russell Hall	72(1)HSPS	1	None. Building containing ACM and assumed to contain LBP.
UST-286-60	73(2)PS/PR	2	A former #2 fuel oil UST and 3 cubic yards of petroleum-contaminated soil were removed. A closure report was submitted to the NJDEP requesting a No Further Action determination in 1999, and a NFA approval letter was received from the NJDEP on 2/24/2000.

Category 1: Areas where no release or disposal of hazardous substances or petroleum products has occurred (including no migration of these substances from adjacent areas).

Category 2: Areas where only release or disposal of petroleum products has occurred.

Category 3: Areas where release, disposal, and/or migration of hazardous substances has occurred, but at concentrations that do not require a removal or remedial response.

ENCLOSURE 4

TABLE 2 – NOTIFICATION OF PETROLEUM PRODUCT STORAGE, RELEASE, OR DISPOSAL

Building Number	Name of Petroleum Product(s)	Date of Storage, Release, or Disposal	Remedial Actions
UST-286-201 located at Building 286	Diesel	NA	UST removed on 5/18/98. Closure Report submitted to NJDEP on 09/11/00. NJDEP Closure Approval Letter dated 10/23/00.
UST-286-60 located at Building 286	#2 Fuel Oil	NA	Minor fill area contamination observed during UST removal, approximately 3 cubic yards of soil removed. Closure Report submitted to NJDEP on 03/29/99. NJDEP Closure Approval Letter received 2/24/00.
AST-549	Diesel	NA	The tank is currently empty and out of service.

DICAR

EM Electromagnetic Induction

GPR Ground Penetrating Radar

SI Site Investigation

TPHC Total Petroleum Hydrocarbon Content

ENCLOSURE 5

ACCESS PROVISIONS AND OTHER LEASE PROVISIONS

The following Access and Other Lease Provisions will be placed in the lease in a substantially similar form to ensure protection of human health and the environment and to preclude any interference with ongoing or completed remediation activities.

1. RIGHT OF ACCESS

A. The United States retains and reserves a perpetual and assignable right of access on, over, and through the property, to enter upon the property in any case in which an environmental response action or corrective action is found to be necessary on the part of the United States, without regard to whether such environmental response action or corrective action is on the Property or on adjoining or nearby lands. Such right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test-pitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such right of access shall be binding on the Lessee and its successors and assigns and shall run with the land.

B. In exercising such right of access, the United States shall provide the Lessee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means, but without significant additional costs to the United States, to avoid and to minimize interference with the Lessee's and the Lessee's successors' and assigns' quiet enjoyment of the property. At the completion of work, the work site shall be reasonably restored. Such right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Lessee nor its successors and assigns, for the exercise of the right of access hereby retained and reserved by the United States.

C. In exercising such right of access, neither the Lessee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause. Provided, however, that nothing in this paragraph shall be considered as a waiver by the Lessee and its successors and assigns of any remedy available to them under the Federal Tort Claims Act. In addition, the Lessee, its successors and assigns, shall not interfere with any response action or corrective action conducted by the Lessor on the Property.

2. “AS IS”

A. The Lessee acknowledges that it has inspected or has had the opportunity to inspect the Property and accepts the condition and state of repair of the subject Property. The Lessee understands and agrees that the Property and any part thereof is offered “AS IS” without any representation, warranty, or guarantee by the United States as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose(s) intended by the Lessee, and no claim for allowance or deduction upon such grounds will be considered.

B. No warranties either express or implied are given with regard to the condition of the Property, including, without limitation, whether the Property does or does not contain asbestos or lead-based paint. The Lessee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos or lead-based paint, or other conditions on the Property. The failure of the Lessee to inspect, or to exercise due diligence to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand against the United States.

C. Nothing in this “As Is” provision will be construed to modify or negate the United States’s obligation under CERCLA or any other statutory obligation.

3. HOLD HARMLESS

A. To the extent authorized by New Jersey law, the Lessee, its successors and assigns, covenant and agree to indemnify and hold harmless the United States, its officers, agents, and employees from: (1) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the Notices, Use Restrictions, and Restrictive Covenants in this Lease by the Lessee, its successors and assigns; and (2) any and all claims, damages, and judgments arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, or other condition on any portion of the Property during the term of the lease.

B. The Lessee, its successors and assigns, covenant and agree that the United States shall not be responsible for any costs associated with modification or termination of the Notices, Use Restrictions, and Restrictive Covenants in this Lease, including without limitation, any costs associated with additional investigation or remediation of asbestos, lead-based paint, or other condition on any portion of the Property.

C. Nothing in this Hold Harmless provision will be construed to modify or negate the United States’s obligation under CERCLA or any other statutory obligation.

ENCLOSURE 6

ENVIRONMENTAL PROTECTION PROVISIONS

The following conditions, restrictions, and notifications will be placed, in a substantially similar form, in the lease to ensure there will be no unacceptable risk to human health or the environment and to preclude any interference with ongoing or completed remediation activities at Fort Monmouth.

1. USE OF THE PROPERTY

The purpose for which Russell Hall Building 286 may be used is for use as office space.

2. SUBSEQUENT TRANSFERS

The Lessee may sublease the Leased Premises, so long as the Lessee remains primarily liable for performance of all the obligations of Lessee hereunder. The Lessee shall neither transfer nor assign this lease or any interest therein or any property on the leased premises, nor sublet the leased premises or any part thereof or any property thereon, nor grant any interest, privilege, or license whatsoever in connection with this lease without the prior written notice to the Army. Every lease or sublease shall contain the environmental protection provisions contained herein and within Paragraphs ____ of this Lease.

3. REGULATORY OR ENVIRONMENTAL PERMITS

The Lessee shall be solely responsible for obtaining, at their own cost and expense, any regulatory or environmental permits required for their operation under the lease. The Lessee shall also be required to obtain their own U.S. Environmental Protection Agency (USEPA) Identification Number, if applicable.

4. LESSEE COMPLIANCE

The Lessee shall comply with all lawful statutes, regulations, permits, or orders affecting the activity hereby authorized when such are issued by the USEPA; the New Jersey Department of Environmental Protection (NJDEP); and any other Federal, State, interstate, or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the leased premises by the Lessee or any Sub-lessee is prohibited.

5. INTERFERENCE WITH ON-GOING RESTORATION

The Lessee shall not disrupt, inflict damage, obstruct, or impede on-going environmental restoration work on the leased premises or anywhere else on Fort Monmouth. To the extent authorized by New Jersey State law, the Lessee shall indemnify the United States for any costs incurred as a result of Lessee's breach of this provision. Additionally, should any activities of the Lessee or Sub-lessee cause additional or contribute to any existing contamination on the leased premises or anywhere else on Fort Monmouth, the Lessee and/or Sub-lessee shall be jointly and severally liable for such contamination.

6. LESSOR ACCESS CLAUSE

The United States' rights under a lease specifically include the right for United States officials to inspect, upon reasonable notice, the leased premises for compliance with environmental, safety, and occupational health laws and regulations, whether or not the United States is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. The United States normally will give the Lessee twenty-four (24) hour prior notice of its intention to enter the leased premises unless it determines the entry is required for safety, environmental, operations, or security purposes. The Lessee shall have no claim against the United States or any officer, agent, employee, or contractor thereof on account of any entries, except as may be authorized under the Federal Tort Claims Act or other applicable law.

7. ENVIRONMENTAL REMEDIATION AGREEMENT

Fort Monmouth is subject to the following environmental remediation agreement: Voluntary Cleanup Agreement among New Jersey Department of Environmental Protection, U.S. Department of the Army, U.S. Department of the Navy, U.S. Department of the Air Force, and U.S. Defense Logistics Agency, dated August 30, 2000.

8. LESSEE COMPLIANCE DURING RESPONSE OR CORRECTIVE ACTION

The Lessee will agree to comply with the provisions of the appropriate health or safety plan in effect during the course of any of the above-described actions. Any inspection, survey, investigation, or other corrective or response action will, to the extent practicable, be coordinated with representatives designated by the Lessee or any sub-lessees. The Lessee or sub-lessees shall have no claim, on account of such entries, against the United States or any officer, agent, employee, contractor, or subcontractor thereof. In addition, the Lessee and any sub-lessees shall comply with all the applicable Federal, State and Local Occupational Safety & Health Regulations.

9. ENVIRONMENTAL COMPLIANCE PLANS

The Lessee, either directly or through their sub-lessee, shall submit to the Army, and maintain thereafter, an Environmental Compliance Plan which describes, in detail, the program

for environmental management and method of compliance, by the user of any portion of the leased premises, whether Lessee, with all Army, Federal, State, and local laws and regulations for the use, management, generation, storage, treatment, and disposal of all hazardous waste, hazardous materials, and hazardous substances. Each Environmental Compliance Plan for a portion of the leased premises, or request for waiver of the requirements for a plan due to the nonhazardous nature of the proposed use, must be submitted and approved in writing by Fort Monmouth prior to occupancy of the intended portion of the leased premises. Thereafter, each such Environmental Compliance Plan shall be incorporated in the lease, and shall be included as an exhibit in the relevant sublease(s). The Lessee will be responsible for the overall compliance of its operations. The Lessee will be responsible for ensuring the preparation of all documents, records, and reports associated with the environmental compliance of its operation. No liability or responsibility shall attach to Fort Monmouth or the United States as a result of the Army's review and approval of the Environmental Compliance Plan under this paragraph. The Lessee further agrees that in the event of any assignment or sublease of the leased premises, it shall provide to the NJDEP a copy of the agreement or sublease of the leased premises, by certified mail, within 14 days after the effective date of such transaction. The Lessee shall delete the financial terms and any other proprietary information from the copy of any agreement of assignment or sublease furnished pursuant to this condition.

10. LAND USE RESTRICTIONS

- A. The United States Department of the Army has undertaken careful environmental study of the Property and concluded that the land use restrictions set forth below are required to ensure protection of human health and the environment. The Lessee shall not undertake nor allow any activity on or use of the Property that would violate the land use restrictions contained herein.

(1) Ground Water Restriction. The Lessee, for itself and its sub-lessees, hereby covenants and agrees not to access or use, or allow access to or use of, the ground water underlying the Property for any purpose without the prior written approval of United States Department of the Army and the New Jersey Department of Environmental Protection. For the purpose of this restriction, "ground water" shall have the same meaning as in section 101(12) of the CERCLA. Notwithstanding the foregoing, the following activities and impacts shall be permissible and shall not violate the aforesaid restriction if conducted in compliance with all applicable laws and regulations: (i) dewatering solely because of incidental contact with groundwater from construction and/or improvements on the Property; (ii) incidental pumping of groundwater associated with preventing moisture from entering a sub-grade structure (i.e. sump pump); and (iii) groundwater monitoring wells solely for the purpose of performing environmental sampling and/or monitoring.

B. Modifying Restrictions. Nothing contained herein shall preclude the Lessee from undertaking, in accordance with applicable laws and regulations and without any cost to the Army, such additional action necessary to allow for other less restrictive use of the property. Prior to such use of the Property, Lessee shall consult with and obtain the approval of the Army, and, as appropriate, the State or Federal regulators, or the local authorities in accordance with this Environmental Protection Provisions. Upon the Lessee's obtaining the approval of the Army, and, as appropriate, State or Federal regulators, or local authorities, the Army agrees to revise the lease.

C. Submissions. The Lessee shall submit any requests for modifications to the above restrictions to the Army and NJDEP by first class mail, postage prepaid, addressed as follows:

a. Lessor:

Fort Monmouth

Fort Monmouth, NJ

b. NJDEP:

State of New Jersey

Department of Environmental Protection

Bureau of Case Management 401 East State Street

P.O. Box 420

Mail Code 401-05F

Trenton, NJ 08625-0028

11. HAZARDOUS WASTE MANAGEMENT

The Lessee will not store or dispose of hazardous materials on the leased premises unless authorized under 10 U.S.C. § 2692. The Lessee shall strictly comply with hazardous waste management requirements under RCRA and New Jersey hazardous waste management rules, including proper hazardous waste characterization, labeling, storage, disposal, and documentation requirements. Except as specifically authorized by the Army in writing, the Lessee must provide, at its own expense, such hazardous waste management facilities, as needed to maintain compliance with all laws and regulations. Army hazardous waste management facilities will not be available to the Lessee. Any violation of the requirements in this condition shall be deemed a material breach of this lease.

12. EXISTING HAZARDOUS WASTE

The Lessee will not use Fort Monmouth hazardous waste accumulation points. Neither will the Lessee permit its hazardous wastes to be commingled with Fort Monmouth's hazardous waste.

13. LESSEE RESPONSE PLAN

The Lessee, either directly or through their sub-lessee, that establishes operations within the facilities being made available for lease shall prepare and maintain thereafter, an Army approved plan for responding to hazardous waste, fuel, and other chemical spills prior to commencement of operations on the leased premises. Such plan shall be independent of Fort Monmouth's Spill Contingency Plan..

14. ALTERATIONS, ADDITIONS AND IMPROVEMENTS TO THE LEASED PREMISES

The Lessee shall not construct, make or permit any alterations, additions, or improvements or otherwise modify the leased premises in any way which may adversely affect Fort Monmouth's investigations, restoration, or human health or the environment without prior written consent of the Army. Such consent may include a requirement to provide the Army with a performance and payment bond to it in all respects and other requirements deemed necessary to protect the interests of the Army. Except as such written approval shall expressly provide otherwise, all such approved alterations/additions/modifications shall become government property when annexed to leased premises.

15. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT

- A. The Lessee is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos-containing material (ACM) has been found on the Property. The Property may also contain improvements, such as buildings, facilities, equipment, and pipelines above and below the ground, that contain friable and non-friable asbestos or ACM. The Occupational Safety and Health Administration (OSHA) and the USEPA have determined that unprotected or unregulated exposure to airborne asbestos fibers increases the risk of asbestos-related diseases, including certain cancers that can result in disability or death.
- B. Building 286 on the Property has been determined to contain friable asbestos. The Lessee agrees to undertake any and all asbestos abatement or remediation in the aforementioned building that may be required under applicable law or regulation at no expense to the Lessor. The Lessor has agreed to lease the Property to the Lessee, prior to remediation or abatement of such asbestos hazards, in reliance upon the Lessee's express representation and covenant to perform the required asbestos abatement or remediation of the Property.
- C. The Lessee covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos. The Lessee agrees to be responsible for any future remediation or abatement of asbestos found to be necessary on the Property during the lease.
- D. The Lessee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its asbestos and ACM content and condition, and any hazardous or environmental conditions relating thereto. The Lessee shall be deemed to have relied

solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos or ACM hazards or concerns.

16. LEAD-BASED PAINT WARNING AND COVENANT

- A. The Grantee is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that there is a risk of exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.
- B. The Grantee covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Property, as defined under 24 Code of Federal Regulations Part 35, without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, the Grantee specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992).
- C. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its lead-based paint content and condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any lead-based paint hazards or concerns.

17. PESTICIDE NOTIFICATION AND COVENANT

The Lessee is hereby notified and acknowledges that registered pesticides have been applied to the property conveyed herein and may continue to be present thereon. The Lessor and Lessee know of no use of any registered pesticide in a manner (1) inconsistent with its labeling or with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA)(7 U.S.C. § 136, et seq.) and other applicable laws and regulations, or (2) not in accordance with its intended purpose.

The Lessee covenants and agrees that if the Lessee takes any action with regard to the property, including demolition of structures or any disturbance or removal of soil that may expose, or cause a release of, a threatened release of, or an exposure to, any such pesticide, Lessee assumes all responsibility and liability therefor.

ENCLOSURE 7

REGULATORY/PUBLIC COMMENTS AND ARMY RESPONSE